

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   79</b>	
2. AMENDMENT/MODIFICATION NO. <b>0005</b>		3. EFFECTIVE DATE <b>08-Mar-2013</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SURFACE WARFARE CENTER CRANE DIV L.MASTERSON-BRINEGAR (812-854-8865) BLDG 2035 300 HWY 361 CRANE IN 47522-5001		CODE <b>N00164</b>		7. ADMINISTERED BY (If other than item 6) DCMA DAYTON AREA C, BUILDING 30, 1725 VAN PATTON DRIV WRIGHT-PATTERSON AFB OH 45433-5302		CODE <b>S3605A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>N00164-11-R-BT06</b>	
				X		9B. DATED (SEE ITEM 11) <b>06-Mar-2013</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  The purpose of this amendment is to request proposals for year 3 pricing as outlined in Section B herein. Year three shall be effective from 7 April 2013 and continue for 365 days. Proposals are due by 22 March 2013, 3:00 PM EDT to POC: Lynn Masterson-Brinegar via email @ lynn.masterson-brine@navy.mil or via fax @812-854-3805. If submitting via fax please notify the POC via phone or email to advise as such.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		<b>08-Mar-2013</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

## SECTION 1.0 - SCHEDULE/INSPECTION &amp; ACCEPTANCE/DELIVERY

SUMMARY OF CHANGES**Continuation of any SF 1449 blocks in accordance with (IAW) FAR 12.303(b)**

Continuation of Blocks 11 &amp; 15 Delivery Page 27

Continuation of Block 18 Invoice Submittal Page NA

Continuation of Block 19-24 Schedule Page NA

Continuation of Block 25 Accounting &amp; Appropriation Data – Page NA

For “D” &amp; “G” type contracts –See each individual delivery/task job order.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Portable Cylinder Gases w/3 Day Delivery Industrial compressed gases in portable cylinders with the standard 3 day delivery.	TBD	Cubic Feet, LB, GL or L See price matrix below	See Price Matrix Below	TBD

FSC/PSC: 6830

FOB: Destination

FFP

CLIN 0001 PRICE MATRIX

## STANDARD THREE DAY DELIVERY OF GAS IN PORTABLE CYLINDERS PRICE MATRIX

<u>DESCRIPTION</u>	<u>SIZE</u>	<u>UNIT</u>	<u>PROPOSED YR 3 PRICE</u>
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	10	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	20	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	40	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	200	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	225	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	300	CF	

Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	20	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	35	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	200	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	225	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	27	CF	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	187	CF	
Liquid NITROGEN, Type II, Grade C (MIL-PRF-27401)	1	GL	
Ref Liquid Nitrogen 2.2 UN1977 Blue Ring #PG NIURLP (DUR 5500/200=4817CF 22 PSI)	4817	CF Cyl	
Ref Liquid Nitrogen 2.2 UN1977 Brown Ring #PG NIUR (DURA 55=4365 CF)	4365	CF Cyl	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	48	CF	
Oxygen, Compressed, 2.2, UN1072 Item #SG 1979112-8	303	Cyl	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	200	CF	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	220	CF	
<b>DESCRIPTION – CLIN 0001 Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Liquid Oxygen, Type II, Grade A (MIL-PRF-25508)	1	GL	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	200	CF	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	220	CF	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	300	CF	
HELIUM, Balloon Grade	200	CF	

Nitrogen/Helium 7.5% Technical Helium in accordance with BB-H-1168 Grade A, and 92.5% Technical Nitrogen in accordance with BB-N-411 Type 1, Grade A, Class 1.	200	CF	
Nitrogen/Helium 7.5% Technical Helium in accordance with BB-H-1168 Grade A, and 92.5% Technical Nitrogen in accordance with BB-N-411 Type 1, Grade A, Class 1.	300	CF	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	200	L	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	225	L	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	200	CF	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	300	CF	
Technical HYDROGEN, Composition 99.0% MIN by volume	200	CF	
Technical HYDROGEN, Composition 99.0% MIN by volume	300	CF	
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	200	CF	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	220	CF	
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	300	CF	
Technical SULFUR HEXAFLUROIDE 99.8% MIN by volume	1	LB	
CARBON DIOXIDE	50	LB	
CARBON DIOXIDE, Refrigerated	1	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	20	LB	

PROPANE Gas, Odorized in accordance with BB-G-110, Type II	30	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	40	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	100	LB	
NITROUS OXIDE, Ultra High Purity, UPC 99.999% Purity	200	CF	
NITROUS OXIDE, Ultra High Purity, UPC 99.999% Purity	20	CF	
NITROUS OXIDE, 99.0% Purity	200	CF	
Nitrogen, Compressed, 2.2 UN1066 Extra Dry 304SCF 99.9% Min Purity (CGA-580), Part # SG 1168412-300	304 cu.ft.	CYL	
Nitrogen, Compressed, 2.2, UN1066 (Nitrogen 6000 PSI 485CF) (Prepurified 99.998% CGA677) , Part # SG 1168721-1	485 cu.ft.	CYL	
Ammonia, Anhydrous 2.2 UN1005 (Non Flammable Gas) Inhalation Hazard 99.99% Minimum Purity CGA-705 Contents 2 Lbs. In size 4 Cylinder, Part # SG 1501265-1	2 lb.	CYL	
Nitrogen, Compressed 2.2 UN1066 (12/304SCF CYL=3648CF), Part # NI 12-304	3648 cu.ft.	12-pack	
Compressed Gas N.O.S 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 3% Hydrogen Balance Nitrogen CGA 350 275 SCF, Part # SG 519200-10	275 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Nitrogen, Refrigerated Liquid 2.2 UN1977 (Nonflammable Gas) /// This cylinder for low pressure liquid nitrogen use only 22PSI safety contents 230 liter (5535SCF/Gas) Part # PG CRYO230LP	5335c u.ft.	230 ltr. Tk	
Nitrogen Refrigerated Liquid 2.2 UN1977 (Nonflammable Gas) 230 PSI Safety, 230 Liters Red And White Tape /// Record cylinder number in and out , Part # PG CRYO230HP	5024c u.ft.	230 ltr.	

Argon, Compressed 2.2 UN1006 (Nonflammable Gas) Argon 6000 PSI 99.998 Minimum Purity Contents 571SCF CGA-677, Part # SG 111421- 571	571 cu.ft.	CYL	
Nitrogen, Compressed, 2.2 UN1066 Ultra High Purity 304SCF, Part # SG 1959112-300	304 cu.ft.	CYL	
Helium UHP 291 CF 99.999% CGA580 Ultra High Purity 291SCF 99.999% Min Purity (CGA-580) The sum of N2, O2, CO, CO2, THC as CH4 and CO2 <10PPM, Part # SG 1929112-291	291 cu.ft.	CYL	
Acetylene, Dissolved, 2.1 UN1001 Atomic Absorption Acetylene Or Pre- Purified Acetylene 250-390SCF CGA-300(IOC CYL) CGA- 510(Matheson CYL), Part # SG 1301202-6	390 cu. Ft.	CYL	
Argon, Compressed, 2.2 UN1006 Ultra High Purity Argon 336SCF 99.999% Min Purity (CGA-580), Part # SG 1901112-307	336 cu.ft.	CYL	
Nitrogen, Compressed, 2.2 UN1066 High Purity 304SCF 99.99% Min Purity (CGA-580), Part # SG 1168212-300	304 cu.ft.	CYL	
Nitrogen , Compressed, 2.2 UN1066 (Nitrogen UHP 6000 PSI 485CF) (99.999% CGA677 W/Certs) Note: Certification of analysis required for each cylinder, Part # SG 1168722-WS	485 cu.ft.	CYL	
Nitrogen, Compressed, 2.2, UN1066 (Nitrogen 6000 PSI 485CF) (99.998% CGA677) Customer Item Number: MSDS M2559, Part # SG 1168721-7	485 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Argon Compressed 2.2 UN1066 (Nonflammable Gas) Ultra High Purity- 99.999% CGA 677 485 SCF @ 6000 PSI In size 1U Cylinder, Part # SG CRANE-37	485 cu.ft.	CYL	
Air, Compressed, 2.2, UN1002 (Air Zero Grade 282CF) (Certified Gas Mix CGA346) <1.0 PPM THC, Part # SG 2001112-287	280 cu.ft.	CYL	
Helium, Compressed, 2.2 UN1064 Zero Helium 291SCF 99.995% Min Purity <.05 PPM THC,	291 cu.ft.	CYL	

Part # SG 2033112-291			
Sulphur Hexafluoride, 2.2 UN1080 C.P. Grade 115 Lbs. 99.8% Min Purity (Liquid Phase) (CGA-590) (In Size 1A Cylinder), Part # SG 1186101-0	115 lbs.	CYL	
Helium High Purity 291CF 99.995% CGA580, Part # SG 114112-291	291 cu.ft.	CYL	
Compressed Gas Mixture 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 90% Sulfur Hexafluoride-- Balance Helium CGA 580 23 SCF In Size 1L Cylinder @ 197 PSI, Part # SG 537400-2	23 cu.ft.	CYL	
Compressed Gas N.O.S 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 10% Helium- Balance Sulfur Hexafluoride (SF6). CGA-510 Contents 51 SCF @197PSI In Matheson Size 1F Cylinder, Part # SG Crane-6	51 cu.ft.	CYL	
Nitrogen, Compressed 2.2 UN1066 (Nonflammable Gas) Nitrogen, Extra Dry 99.9% Minimum Purity CGA 580 80 SCF In Size 2 Cylinder Certificate of Analysis Required, Part # SG 1168450-80	80 cu.ft.	CYL	
Compressed Gas, N.O.S, (Helium, Nitrogen), 2.2, UN1956 UN1981 Certified Gas Mixture 10% UHP Helium--Balance UHP Nitrogen Contents 284SCF @2400 PSI CGA- 580, Part # SG 516500-284	284 cu.ft.	CYL	
Tetrafluoromethane CFA CGA- 320 70 Lbs., Part # SG 1642804-70	70 lbs,	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Tetrafluoromethane, UN1982, 2.2 Compressed, (Nonflammable Gas) Halocarbon 14 99.9% Purity CGA- 660 15Lbs. Of Product, Part # SG 1642850	15 lbs	CYL	
Hydrogen, Compressed, 2.1 UN1049 (Flammable Gas) Zero Hydrogen 258SCF 99.995% Min Purity <0.5 PPM THC (In Size 1L Cylinder), Part # SG 2040112	258 cu.ft.	CYL	

Oxygen, Refrigerated Liquid, 2.2 UN1073 (DURA55=5423CF) (Silver)No Tape Or Paint) /// Record Unit Numbers--In & Out, Part # PG OXUR	5423cu.ft.	200 lit tk.	
Carbon Dioxide 2.2 UN1013 (Nonflammable Gas) Carbon Dioxide Colman Grade 99.99% Minimum Purity CGA-320 60 Lbs. Net Contents Less Than 100 PPM Total Non-Condensable (O2,N2,CH4) Less Than 20 PPM O2, Part # SG 2401101-60	60 lbs.	CYL	
Compressed Gas, N.O.S, 2.2 UN1956 (Nonflammable Gas) (90% Helium-7.5% Argon-2.5% CO2) (287SCF) CGA-580, Part # HA MIX30	287 cu. Ft.	CYL	
Compressed Gas, N.O.S, 2.2 UN1956 (Nonflammable Gas) Nuclear Counter Mixture P-10 10% Methane 90% Argon 302SCF CGA-350, Part # SG 0810112-305 ***Certificate of Analysis Required***	302 cu.ft.	CYL	
Sulfur Hexafluoride, 2.2, UN1080 (Sulfur Hexafluoride 1A 115Lb) (Dielectric Grade 99.9% CGA590), Part # SG 2671014-1	115 lbs.	CYL	
Compressed Gas, n.o.s, (Sulfur Dioxide, Nitrogen), 2.2, UN1956 (Nitrogen, Sulfur Dioxide 1.5% 3) (Certified Gas Mix CGA660 26CF), Part # SG 536300-10, Certificate of Analysis With NIST Traceability Is Required	26 cu. Ft.	CYL	
Compressed Gas, Flammable, n.o.s, (Methane,Nitrogen), 2.1, UN1954 (Certified Gas Mixture #2 26CF) (5 Comp Mix (H2/O2/CH4/N2/CO2)) 1% Hydrogen 3% Oxygen 4% Methane 12% Nitrogen Bal Carbon Dioxide CGA350, Part # SG 604700-31	27 cu. Ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Compressed Gas, Flammable, n.o.s, (Propane, Nitrogen), 2.1, UN1954 (Certified Gas Mixture #2 82CF) (7 Component Mix CGA350) 1% Methane 1% Carbon Dioxide 1% Ethylene 1% Propylene 1% Propane Bal	82 cu.ft.	CYL	



Nitrogen, Part # SG 604700-700			
Nitrogen, CO2 1000PPM 14L Micromat-14, CGA160, Part # SG GMT10313-TC	14 lit.	CYL	
Nitrogen, Hydrogen 1% 14L Disposable Micromat-14 CGA160, Part # SG GMT10328-TC	14 lit.	CYL	
Nitrogen, Methane 1% Micromat-14 Calibration STD 14L CGA160, Part # SG GMT10338-TC	14 lit.	CYL	
Nitrous Oxide, 2.2, UN1070 (Nitrous Oxide CP Micromat-14I) (99.0% CHA160 Disposable), Part # SG GMT10366-TC	14 lit.	CYL	
Certified Mix Micromate- 14 14L 7 Component Mix CGA160, Part # SG GMT10402-TC	14 lit.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 70 PPM Carbon Monoxide Balance Nitrogen CGA-590 140 CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-6	140 cu.ft.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 1000 PPM Carbon Monoxide Balance Nitrogen CGA-590 140 CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-6	140 cu. Ft.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 2200 PPM Carbon Monoxide Balance Nitrogen CGA-590 140CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-9	140 cu.ft.	CYL	
Nitrogen, Carbon Monoxide 150PPM Calmat 1 140CF CGA350, Part # SG 0826118-0	141 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 160 PPM Carbon Monoxide Balance Nitrogen CGA-350 141 SCF @2000 PSI In Size 1R Cylinder, Part # SG 510900-7	141 cu.ft.	CYL	

Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 2400 PPM Carbon Monoxide Balance Nitrogen CGA-350 142 SCF @2000 PSI In Size 1R Cylinder, Part # SG 510900-8	141 cu.ft.	CYL	
Nitrogen, Oxygen 18% 1A 210CF Certified STD CGA590, Part # SG 530300-6	210 cu.ft.	CYL	
Compressed Gas N.O.S, (Helium, Nitrogen), 2.2 UN1956 UN1981 Certified Gas Mixture 10% UHP Helium-- Balance UHP Nitrogen Contents 284SCF @2400PSI CGA-580, Part # SG 516500-284	284 cu.ft.	CYL	
Tetrafluoromethane, Compressed 2.2 UN1982 (Nonflammable Gas) 3N5 Purity (Halocarbon 14) CGA 320 6 Lbs. In Size GA Cylinder, Part # SG 1642848	6 lbs	CYL	
Oxygen, Compressed, 2.2 UN1072 (USP Grade) Enter Lot Numbers Above Lot Numbers Required, Part # OX 110M	110 cu.ft.	CYL	
Oxygen, Compressed, 2.2 UN1072 (USP Grade) Aluminum Medical Oxygen "E" CGA 870 Pin Indexed 25SCF /// Fill in Lot Number Above Lot Numbers Required, Part # OX AE	25 cu.ft.	CYL	
Oxygen, Compressed, 2.2 UN1072 (USP Grade) /// Enter Lot Number Above Lot Number Required, Part # OX AD	15 cu.ft.	CYL	
Helium, Compressed, 2.2 UN1064 (Helium Balloon Grade 200CF) (CGA580- Not For Industrial Use), Part #65 HE 200	200 cu.ft.	CYL	
Helium, Compressed, 2.2, UN1046 Helium Balloon Grade 291CF) (CGA580- Not For Industrial Use), Part # 66 HE 291	291 cu.ft.	CYL	

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	Industrial Compressed gases in Portable Cylinders with an accelerated delivery of 24 hours or less	TBD	Cubic Feet, LB, GL or L See price matrix below	See Price Matrix Below	TBD
FSC/PSC: 6830 FOB: Destination FFP					

CLIN 0002 PRICE MATRIXACCELERATED DELIVERY OF GAS IN PORTABLE CYLINDERS PRICE MATRIX

<b>DESCRIPTION</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	10	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	20	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	40	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	200	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	225	CF	
Technical ACETYLENE, 98.0 MIN by Volume (BB-A-106B)	300	CF	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	20	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	35	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	200	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	225	L	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	27	CF	
Technical NITROGEN, Oil free 99.5 MIN by Volume (BB-N-441C)	187	CF	
Liquid NITROGEN, Type II, Grade C (MIL-PRF-27401)	1	GL	

Ref Liquid Nitrogen 2.2 UN1977 Blue Ring #PG NIURLP (DUR 5500/200=4817CF 22 PSI)	4817	CF Cyl	
Ref Liquid Nitrogen 2.2 UN1977 Brown Ring #PG NIUR (DURA 55=4365 CF)	4365	CF Cyl	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	48	CF	
Oxygen, Compressed, 2.2, UN1072 Item #SG 1979112-8	303	Cyl	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	200	CF	
Technical OXYGEN, Composition 99.5% MIN by Volume (BB-0-925A)	220	CF	
<b>DESCRIPTION – CLIN 0001 Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Liquid Oxygen, Type II, Grade A (MIL-PRF-25508)	1	GL	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	200	CF	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	220	CF	
HELIUM, Gas, Ultra High Purity, UPC 99.999% Purity	300	CF	
HELIUM, Balloon Grade	200	CF	
Nitrogen/Helium 7.5% Technical Helium in accordance with BB-H-1168 Grade A, and 92.5% Technical Nitrogen in accordance with BB-N-411 Type 1, Grade A, Class 1.	200	CF	
Nitrogen/Helium 7.5% Technical Helium in accordance with BB-H-1168 Grade A, and 92.5% Technical Nitrogen in accordance with BB-N-411 Type 1, Grade A, Class 1.	300	CF	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	200	L	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A-18455C)	225	L	

Technical ARGON, Composition 99.985% MIN by volume (MIL-A- 18455C)	200	CF	
Technical ARGON, Composition 99.985% MIN by volume (MIL-A- 18455C)	300	CF	
Technical HYDROGEN, Composition 99.0% MIN by volume	200	CF	
Technical HYDROGEN, Composition 99.0% MIN by volume	300	CF	
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	200	CF	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	220	CF	
Dry Compressed AIR, Non Flammable, Non Abrasive and Ozone Friendly	300	CF	
Technical SULFUR HEXAFLUROIDE 99.8% MIN by volume	1	LB	
CARBON DIOXIDE	50	LB	
CARBON DIOXIDE, Refrigerated	1	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	20	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	30	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	40	LB	
PROPANE Gas, Odorized in accordance with BB-G-110, Type II	100	LB	
NITROUS OXIDE, Ultra High Purity, UPC 99.999% Purity	200	CF	
NITROUS OXIDE, Ultra High Purity, UPC 99.999% Purity	20	CF	
NITROUS OXIDE, 99.0% Purity	200	CF	
Nitrogen, Compressed, 2.2 UN1066 Extra Dry 304SCF 99.9% Min Purity (CGA-580), Part # SG 1168412-300	304 cu.ft.	CYL	

Nitrogen, Compressed, 2.2, UN1066 (Nitrogen 6000 PSI 485CF) (Prepurified 99.998% CGA677) , Part # SG 1168721-1	485 cu.ft.	CYL	
Ammonia, Anhydrous 2.2 UN1005 (Non Flammable Gas) Inhalation Hazard 99.99% Minimum Purity CGA-705 Contents 2 Lbs. In size 4 Cylinder, Part # SG 1501265-1	2 lb.	CYL	
Nitrogen, Compressed 2.2 UN1066 (12/304SCF CYL=3648CF), Part # NI 12-304	3648 cu.ft.	12-pack	
Compressed Gas N.O.S 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 3% Hydrogen Balance Nitrogen CGA 350 275 SCF, Part # SG 519200-10	275 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Nitrogen, Refrigerated Liquid 2.2 UN1977 (Nonflammable Gas) /// This cylinder for low pressure liquid nitrogen use only 22PSI safety contents 230 liter (5535SCF/Gas) Part # PG CRYO230LP	5335c u.ft.	230 ltr. Tk	
Nitrogen Refrigerated Liquid 2.2 UN1977 (Nonflammable Gas) 230 PSI Safety, 230 Liters Red And White Tape /// Record cylinder number in and out , Part # PG CRYO230HP	5024c u.ft.	230 ltr.	
Argon, Compressed 2.2 UN1006 (Nonflammable Gas) Argon 6000 PSI 99.998 Minimum Purity Contents 571SCF CGA-677, Part # SG 111421-571	571 cu.ft.	CYL	
Nitrogen, Compressed, 2.2 UN1066 Ultra High Purity 304SCF, Part # SG 1959112-300	304 cu.ft.	CYL	
Helium UHP 291 CF 99.999% CGA580 Ultra High Purity 291SCF 99.999% Min Purity (CGA-580) The sum of N2, O2, CO, CO2, THC as CH4 and CO2 <10PPM, Part # SG 1929112-291	291 cu.ft.	CYL	
Acetylene, Dissolved, 2.1 UN1001 Atomic Absorption Acetylene Or Pre-Purified Acetylene 250-390SCF CGA-300(IOC CYL) CGA-510(Matheson CYL), Part # SG	390 cu. Ft.	CYL	

1301202-6			
Argon, Compressed, 2.2 UN1006 Ultra High Purity Argon 336SCF 99.999% Min Purity (CGA-580), Part # SG 1901112-307	336 cu.ft.	CYL	
Nitrogen, Compressed, 2.2 UN1066 High Purity 304SCF 99.99% Min Purity (CGA-580), Part # SG 1168212-300	304 cu.ft.	CYL	
Nitrogen , Compressed, 2.2 UN1066 (Nitrogen UHP 6000 PSI 485CF) (99.999% CGA677 W/Certs) Note: Certification of analysis required for each cylinder, Part # SG 1168722-WS	485 cu.ft.	CYL	
Nitrogen, Compressed, 2.2, UN1066 (Nitrogen 6000 PSI 485CF) (99.998% CGA677) Customer Item Number: MSDS M2559, Part # SG 1168721-7	485 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Argon Compressed 2.2 UN1066 (Nonflammable Gas) Ultra High Purity- 99.999% CGA 677 485 SCF @ 6000 PSI In size 1U Cylinder, Part # SG CRANE-37	485 cu.ft.	CYL	
Air, Compressed, 2.2, UN1002 (Air Zero Grade 282CF) (Certified Gas Mix CGA346) <1.0 PPM THC, Part # SG 2001112-287	280 cu.ft.	CYL	
Helium, Compressed, 2.2 UN1064 Zero Helium 291SCF 99.995% Min Purity <.05 PPM THC, Part # SG 2033112-291	291 cu.ft.	CYL	
Sulphur Hexafluoride, 2.2 UN1080 C.P. Grade 115 Lbs. 99.8% Min Purity (Liquid Phase) (CGA- 590) (In Size 1A Cylinder), Part # SG 1186101-0	115 lbs.	CYL	
Helium High Purity 291CF 99.995% CGA580, Part # SG 114112-291	291 cu.ft.	CYL	
Compressed Gas Mixture 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 90% Sulfur Hexafluoride-- Balance Helium CGA 580 23 SCF In Size 1L Cylinder @ 197 PSI, Part # SG 537400-2	23 cu.ft.	CYL	

Compressed Gas N.O.S 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 10% Helium-Balance Sulfur Hexafluoride (SF6). CGA-510 Contents 51 SCF @197PSI In Matheson Size 1F Cylinder, Part # SG Crane-6	51 cu.ft.	CYL	
Nitrogen, Compressed 2.2 UN1066 (Nonflammable Gas) Nitrogen, Extra Dry 99.9% Minimum Purity CGA 580 80 SCF In Size 2 Cylinder Certificate of Analysis Required, Part # SG 1168450-80	80 cu.ft.	CYL	
Compressed Gas, N.O.S, (Helium, Nitrogen), 2.2, UN1956 UN1981 Certified Gas Mixture 10% UHP Helium--Balance UHP Nitrogen Contents 284SCF @2400 PSI CGA-580, Part # SG 516500-284	284 cu.ft.	CYL	
Tetrafluoromethane CFA CGA-320 70 Lbs., Part # SG 1642804-70	70 lbs,	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Tetrafluoromethane, UN1982, 2.2 Compressed, (Nonflammable Gas) Holcarbon 14 99.9% Purity CGA-660 15Lbs. Of Product, Part # SG 1642850	15 lbs	CYL	
Hydrogen, Compressed, 2.1 UN1049 (Flammable Gas) Zero Hydrogen 258SCF 99.995% Min Purity <0.5 PPM THC (In Size 1L Cylinder), Part # SG 2040112	258 cu.ft.	CYL	
Oxygen, Refrigerated Liquid, 2.2 UN1073 (DURA55=5423CF) (Silver)No Tape Or Paint) /// Record Unit Numbers--In & Out, Part # PG OXUR	5423cu.ft.	200 lit tk.	
Carbon Dioxide 2.2 UN1013 (Nonflammable Gas) Carbon Dioxide Colman Grade 99.99% Minimum Purity CGA-320 60 Lbs. Net Contents Less Than 100 PPM Total Non-Condensable (O2,N2,CH4) Less Than 20 PPM O2, Part # SG 2401101-60	60 lbs.	CYL	
Compressed Gas, N.O.S, 2.2 UN1956 (Nonflammable Gas) (90% Helium-7.5% Argon-2.5% CO2) (287SCF) CGA-580, Part # HA MIX30	287 cu. Ft.	CYL	
Compressed Gas, N.O.S, 2.2 UN1956 (Nonflammable Gas) Nuclear Counter Mixture P-10 10% Methane 90% Argon 302SCF CGA-350, Part # SG 0810112-305 ***Certificate of Analysis	302 cu.ft.	CYL	



Required***			
Sulfur Hexafluoride, 2.2, UN1080 (Sulfur Hexafluoride 1A 115Lb) (Dielectric Grade 99.9% CGA590), Part # SG 2671014-1	115 lbs.	CYL	
Compressed Gas, n.o.s., (Sulfur Dioxide, Nitrogen), 2.2, UN1956 (Nitrogen, Sulfur Dioxide 1.5% 3) (Certified Gas Mix CGA660 26CF), Part # SG 536300-10, Certificate of Analysis With NIST Traceability Is Required	26 cu. Ft.	CYL	
Compressed Gas, Flammable, n.o.s., (Methane,Nitrogen), 2.1, UN1954 (Certified Gas Mixture #2 26CF) (5 Comp Mix (H2/O2/CH4/N2/CO2)) 1% Hydrogen 3% Oxygen 4% Methane 12% Nitrogen Bal Carbon Dioxide CGA350, Part # SG 604700-31	27 cu. Ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Compressed Gas, Flammable, n.o.s., (Propane, Nitrogen), 2.1, UN1954 (Certified Gas Mixture #2 82CF) (7 Component Mix CGA350) 1% Methane 1% Carbon Dioxide 1% Ethylene 1% Propylene 1% Propane Bal Nitrogen, Part # SG 604700-700	82 cu.ft.	CYL	
Nitrogen, CO2 1000PPM 14L Micromat-14, CGA160, Part # SG GMT10313-TC	14 lit.	CYL	
Nitrogen, Hydrogen 1% 14L Disposable Micromat-14 CGA160, Part # SG GMT10328-TC	14 lit.	CYL	
Nitrogen, Methane 1% Micromat-14 Calibration STD 14L CGA160, Part # SG GMT10338-TC	14 lit.	CYL	
Nitrous Oxide, 2.2, UN1070 (Nitrous Oxide CP Micromat-14I) (99.0% CHA160 Disposable), Part # SG GMT10366-TC	14 lit.	CYL	
Certified Mix Micromate- 14 14L 7 Component Mix CGA160, Part # SG GMT10402-TC	14 lit.	CYL	

Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 70 PPM Carbon Monoxide Balance Nitrogen CGA-590 140 CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-6	140 cu.ft.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 1000 PPM Carbon Monoxide Balance Nitrogen CGA-590 140 CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-6	140 cu. Ft.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Cal-Mat 1 Certified Gas Mixture 2200 PPM Carbon Monoxide Balance Nitrogen CGA-590 140CF In Size 1R Cylinder 24-Month Shelf Life, Part # SG 0826018-4-9	140 cu.ft.	CYL	
Nitrogen, Carbon Monoxide 150PPM Calmat 1 140CF CGA350, Part # SG 0826118-0	141 cu.ft.	CYL	
<b>DESCRIPTION – CLIN 0001</b> <b>Continued</b>	<b>SIZE</b>	<b>UNIT</b>	<b>PROPOSED YR 3 PRICE</b>
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 160 PPM Carbon Monoxide Balance Nitrogen CGA-350 141 SCF @2000 PSI In Size 1R Cylinder, Part # SG 510900-7	141 cu.ft.	CYL	
Compressed Gas N.O.S, 2.2 UN1956 (Nonflammable Gas) Certified Gas Mixture 2400 PPM Carbon Monoxide Balance Nitrogen CGA-350 142 SCF @2000 PSI In Size 1R Cylinder, Part # SG 510900-8	141 cu.ft.	CYL	
Nitrogen, Oxygen 18% 1A 210CF Certified STD CGA590, Part # SG 530300-6	210 cu.ft.	CYL	
Compressed Gas N.O.S, (Helium, Nitrogen), 2.2 UN1956 UN1981 Certified Gas Mixture 10% UHP Helium-- Balance UHP Nitrogen Contents 284SCF @2400PSI CGA-580, Part # SG 516500-284	284 cu.ft.	CYL	
Tetrafluoromethane, Compressed 2.2 UN1982 (Nonflammable Gas) 3N5 Purity (Halocarbon 14) CGA 320 6 Lbs. In Size GA Cylinder, Part # SG 1642848	6 lbs	CYL	

Oxygen, Compressed, 2.2 UN1072 (USP Grade) Enter Lot Numbers Above Lot Numbers Required, Part # OX 110M	110 cu.ft.	CYL	
Oxygen, Compressed, 2.2 UN1072 (USP Grade) Aluminum Medical Oxygen "E" CGA 870 Pin Indexed 25SCF /// Fill in Lot Number Above Lot Numbers Required, Part # OX AE	25 cu.ft.	CYL	
Oxygen, Compressed, 2.2 UN1072 (USP Grade) /// Enter Lot Number Above Lot Number Required, Part # OX AD	15 cu.ft.	CYL	
Helium, Compressed, 2.2 UN1064 (Helium Balloon Grade 200CF) (CGA580- Not For Industrial Use), Part #65 HE 200	200 cu.ft.	CYL	
Helium, Compressed, 2.2, UN1046 Helium Balloon Grade 291CF) (CGA580- Not For Industrial Use), Part # 66 HE 291	291 cu.ft.	CYL	

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	Industrial compressed gases in bulk tank quantities at the standard 3 day delivery	TBD	GL	See Price Matrix Below	TBD

FSC/PSC: 6830  
 FOB: Destination  
 FFP

CLIN 0003 PRICE MATRIXBULK QUANTITIES STANDARD THREE DAY DELIVERY PRICE MATRIX

<u>DESCRIPTION</u>	<u>SIZE</u>	<u>UNIT OF ISSUE</u>	<u>PROPOSED YR 3 PRICE</u>
Propane	500	GL	
Propane	1,000	GL	
Refrigerated Liquid Nitrogen	1,500	GL	
Refrigerated Liquid Nitrogen	3,500	GL	
Refrigerated Liquid	6,000	GL	

Nitrogen			
Refrigerated Liquid Nitrogen	7,000	GL	
Refrigerated Liquid Nitrogen	12,000	GL	

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004	Industrial compressed gases in bulk tank quantities with accelerated delivery of 24 hours or less	TBD	GL	See Price Matrix Below	TBD

FSC/PSC: 6830  
 FOB: Destination  
 FFP

**CLIN 0004 PRICE MATRIX**

BULK QUANTITIES STANDARD THREE DAY DELIVERY PRICE

**BULK QUANTITIES ACCELERATED DELIVERY PRICE MATRIX (24 HOURS OR LESS)**

<b>DESCRIPTION</b>	<b>SIZE</b>	<b>UNIT OF ISSUE</b>	<b>PROPOSED YR 3 PRICE</b>
Propane	500	GL	
Propane	1,000	GL	
Refrigerated Liquid Nitrogen	1,500	GL	
Refrigerated Liquid Nitrogen	3,500	GL	
Refrigerated Liquid Nitrogen	6,000	GL	
Refrigerated Liquid Nitrogen	7,000	GL	
Refrigerated Liquid Nitrogen	12,000	GL	

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	Bulk tanks	TBD	EA	See Price Matrix Below	TBD

FSC/PSC: 6830  
 FOB: Destination  
 FFP

CLIN0005 PRICE MATRIX**BULK TANK PRICE MATRIX**

DESCRIPTION	SIZE	UNIT OF ISSUE	PROPOSED YR 3 PRICE
<b>Bulk Tank Purchase</b>			
Bulk Tank	1,500GL	EA	
Bulk Tank	3,000GL	EA	
Bulk Tank	6,000GL	EA	
Bulk Tank	3TN	EA	
Bulk Tank	6TN	EA	
<b>Bulk Tank Lease Fee (Semi-Annual)</b>			
	SIZE	UNIT OF ISSUE	PROPOSED YR 3 PRICE
Bulk Tank	1,500GL	EA	
Bulk Tank	3,000GL	EA	
Bulk Tank	6,000GL	EA	
Bulk Tank	3TN	EA	
Bulk Tank	6TN	EA	
<b>Bulk Tank Lease Fee (Annual)</b>			
	SIZE	UNIT OF ISSUE	PROPOSED YR 3 PRICE
Bulk Tank	1,500GL	EA	
Bulk Tank	3,000GL	EA	
Bulk Tank	6,000GL	EA	
Bulk Tank	3TN	EA	

Bulk Tank	6TN	EA	
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CLIN 0006

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	Incidental supplies and services in accordance with the statement of work herein	TBD	EA	TBD	TBD
	FSC/PSC: 6830 FOB: Destination FFP				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007	Hot fill bulk tank In accordance with the statement of work at 3.2.6 herein	TBD	EA	See price matrix below	TBD
	FSC/PSC: 6830 FOB: Destination FFP				

CLIN 0007 PRICE MATRIX

HOT FILL	PROPOSED YR 3

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008	Data In accordance with the statement of work herein  FSC/PSC: 6830 FOB: Destination FFP	TBD	EA	NSP	NSP

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	3 Days ADC	TBD	NAVAL SURFACE WARFARE CENER CRANE DIV ATTN: CHRISTINE FREEMAN 300 HIGHWAY 361 CRANE IN47522-5001 FOB: Destination	N00164
0002	24 Hours	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0003	3 Days ADC	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0004	24 Hours	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

0005	3 Days ADC	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0006	3 Days ADC	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0007	3 Days ADC	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0008	IAW DD1423	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

**NOTES**

**NOTE #1:** The gases are listed in the standard format for NSWC Crane. Measurement and conversion computations, density and data volume measurement equivalents printed in the CGA Publication P-6 Standard Density Data, Atmospheric Gases and Hydrogen shall be used when necessary to convert measurement of these gases from one form to another (cubic feet to gallons, pounds to gallons, gallons, to liters, etc.). It is requested that proposals be submitted using the units of measure identified on the RFP schedule.

**NOTE #2:** Pricing must be for the container size specified on each CLIN. Do not change the container size.

**NOTE #3:** If it is the contractors' standard practice to charge rent for the use of portable cylinders, the contractor must include the rental fee in the proposed delivered price of the gases.

**NOTE #4:** The referenced MIL-SPEC and FED-SPECs shall be used as a guideline. The quality of the product offered must meet or exceed the stated specifications.

**NOTE #5:** Orders are not effective unless the Basic Ordering Agreement (BOA) # and Job Order # are clearly defined. Payment will NOT be authorized for orders W/O this information.

**NOTE #6:** Pricing is solicited for one year. Pricing for additional years will be solicited on an annual basis.

**Note #7** The Economic Price Adjustment will be in accordance with the price index the government provides which is an industrial standard price index. This will be at six month intervals.

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1. Section K herein will be incorporated by reference and made a material part of the contract in accordance with FAR 15.204-1(b).
2. The System for Award Management (SAM) has replaced Central Contracting Registration (CCR). Offers may obtain information on SAM registration and annual confirmation at the website <https://www.sam.gov> , or <https://www.acquisition.gov> and by phone at 1-866-606-8220.
3. Technical questions concerning this procurement shall be submitted in writing to arrive at NSWC Crane no later than 2:00 PM EST on the seventh calendar day preceding the closing date shown on page 1 addressed as follows:

COMMANDER  
CONTRACTING OFFICER/SPECIALIST: LYNN MASTERSON-BRINEGAR  
NSWC CRANE DIVISION  
300 HWY 361  
CRANE IN 47522-5000

or E-mail questions to [lynn.masterson-brine@navy.mil](mailto:lynn.masterson-brine@navy.mil)

4. Any amendments to the subject solicitation will be posted to NECO (<http://www.neco.navy.mil>) and FedBizOps (<http://www.fbo.gov>). The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.
5. Upon contract award, "The Contractor's" Subcontracting Plan will be hereby incorporated and made a material part of this contract IAW FAR 19.705-5(a)(5). The subcontracting plan will be attachment set forth in Section J.
6. The contractor's warranty provided in response to the solicitation will be incorporated by reference and made a material part of the contract.

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**CNIN-NOTICE-0002    NSWC CRANE GENERAL PROCUREMENT INFORMATION    (JAN 2013)**

**HANDLING OF INFORMATION BY CONTRACTOR SUPPORT PERSONNEL**

Contractors are hereby notified that contractor support personnel within the NSWC Crane Contracting Department may be handling Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by NSWC Crane.

**BUSINESS HOURS**

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 3:00 pm (local time).

**TAX EXEMPTION**

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes.

The assigned Exemption Number is 0018103400015

**VENDOR SURVEY**

The NSWC Crane Contracting Office's mission is to provide responsive, best-value contracting and acquisition support for all customers, accomplished in partnership with industry, academia, and other Government activities, while maintaining the public's trust and fulfilling public policy objectives. In an effort to continually improve our services, the Contracting Office is conducting a survey of our vendors. Your comments will help us determine if we are accomplishing our mission and provide recommendations for ways to improve our processes. Please consider taking the time to complete the survey which can be accessed at the following address:

<http://www.navsea.navy.mil/nswc/crane/working/contracting/Lists/Vendor%20Survey/overview.aspx>.

**NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY**

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 7 August 2012, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. The policy states all government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces when classified information, Unclassified Naval Nuclear Propulsion Information (UNNPI) or other Controlled Unclassified Information (CUI) is exposed, unless specifically authorized by NSWC Crane. CUI may be present in any NSWC Crane space, making these personal devices prohibited throughout NSWC Crane spaces. For the purpose of this policy, "spaces" include outdoor ranges and test areas. These devices can be used in non-NSWC Crane areas and EastGate and WestGate are not currently covered by this policy. NSWC Crane areas will be clearly marked.

This includes, but is not limited to, personal computers, personal portable electronic devices (PEDs), electronic voice recorders and tape recorders. Personal PEDs include cellular telephones (including smartphones), devices like iPods and MP3 players, two-way pagers, personal digital assistants (PDAs), removable storage devices and handheld tablet/laptop computers. This also includes e-readers (kindles and nooks), as new versions of these devices contain cameras and distinguishing models is not evident by sight alone. One-way pagers are allowed for fire, safety and security purposes.

**RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS**

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to Naval Support Activity (NSA)/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractors are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at [Jon.M.Thomas@Navy.mil](mailto:Jon.M.Thomas@Navy.mil) or at 812-854-5624. NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is Larry Patterson, and can be reached at [Larry.Patterson@Navy.mil](mailto:Larry.Patterson@Navy.mil) or 812-854-5642.

Additional information is available at <http://www.rapidgate.com/rapidgate>

RAPIDGate Pricing—(Subject to change without notice):

<u>Program</u>	<u>Enrollment</u>	<u>Price</u>
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	\$199.00 annually - 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

## **NSWC CRANE RECEIVING FACILITY SCHEDULE**

Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is closed on Saturdays and Sundays.

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**5252.249-9106 MODIFICATION AND TERMINATION (BOA) (SEP 1990)**

This agreement shall be reviewed at least annually and revised, on or before the anniversary of its effective date, to conform with all requirements of statutes, Executive Orders, or regulations. Termination, expiration or modification of this agreement shall not affect any orders issued under this agreement prior to such termination, expiration or modification.

**Section 2.0 Accounting Information****CLAUSES INCORPORATED BY FULL TEXT****CNIN 52.212-4 ADDENDUM 1 TAILORING OF 52.212-4 CONTRACT TERMS AND CONDITIONS (JAN 2013) (APPLIES TO FUNDED JOB ORDERS NOT THOSE PAID FORBY BANKCARD)**

Replace Paragraph (g)(1) as follows:

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00164

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N00164
Admin DoDAAC	S3605A
Inspect By DoDAAC	N00164
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[Lynn.masterson-brine@navy.mil](mailto:Lynn.masterson-brine@navy.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TO BE DETERMINED IN EACJ JOB ORDER ISSUED UNDER THIS BOA

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

### **PAYMENT STATUS INQUIRIES**

The status of invoice payments can be obtained through the **MOCAS myInvoice (formerly New VPIS)** at the following:

<https://myinvoice.csd.disa.mil/>

It is recommended that the vendor download the “myInvoice Report/Query Instructions”, “Registration Instructions”, and “myInvoice Status Code Document”. Registration is required before payment inquiries can be made.

Vendors should register on-line and will be granted access to the myInvoice system if their registration information matches their company information in the CCR. Vendors are limited viewing only their data as defined by the CAGE/DUNS/TIN combinations.

You may also contact a DFAS Paying Office Vendor Pay Customer Service offices listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 2, option 3
F67100	DFAS Limestone	1-800-756-4571 - option 2, option 3
HQ0105	DFAS Indianapolis	1-888-332-7366
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0251	DFAS Columbus Navy	1-800-756-4571 - option 2, option 4
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 2, option 5
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1

HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0490	DFAS Indianapolis	1-888-332-7366
HQ0672	DFAS Rome	1-800-553-0527
M67443	DFAS Kansas City	1-800-756-4571 - option 2, option 4
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy_ERP NSWCR Crane	<a href="mailto:cran_vendorpay@navy.mil">cran_vendorpay@navy.mil</a>
N64142	Navy_ERP NAWCAD (Patuxent River, Lakehurst and NAVAIR HQ)	1-732-323-1082
N68732	DFAS Cleveland (Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	1-800-756-4571 option 2 and 4
SL4701	DFAS Columbus EBS	1-800-756-4571 option 2 and 2

To determine which system to use or which payment office to call see the following blocks of your contract document for payment offices designation:

Document	Block
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

## PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30<sup>th</sup> day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

## Section 3.0 - Clauses By Reference

### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	MAY 2002



## Section 4.0 - Clauses &amp; Other Full Text Information

## CLAUSES INCORPORATED BY FULL TEXT

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 2.

## ADDENDUM 2 – 52.212-4 Tailoring

The following information is hereby added to the clause:

(o) *Warranty* -- append the following to paragraph (o)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this BOA. In the event of a conflict, the terms and conditions of the BOA shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\\_\\_ months. (Offeror is to insert number.)

(u) *Past performance.* The Government will evaluate the performance of the contractor awarded the BOA resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

1. Past Performance
  - Quality
  - Timeliness of Performance
  - Business Relations
  - Customer Satisfaction
2. Price

(v) *Data Right.* The Government shall have data rights to all data generated in accordance with DFARS 252.227-7015.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in

(i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to

the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)



\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

## 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRL) A001	1	21 Feb 2013
	CDRL A002	1	21 Feb 2013
	CDRL A003	1	21 Feb 2013
Attachment 1	Usage Chart 2012	1	28 Feb 2013

SOW

**Statement of Work  
For  
Industrial Compressed Gases**

**1.0 Scope.** This Statement of Work sets forth the requirements for commercial supplies in the area of industrial compressed gases, gas handling, delivery, hardware, accessories and related supplies for the operations at Naval Support Activity Crane (NSA Crane), Naval Surface Warfare Center, Crane Division (NSWC Crane), Crane Army Ammunition Activity, Defense Reutilization marketing Office, Glendora Lake facility, and other Government agencies located on the NSA Crane installation. It is NSA Crane's intent to provide through an NSWC Crane managed Basic Ordering Agreement (BOA) a source for industrial gas requirements and to provide the end-users with consistency and reliability relating to the acquisition, handling and storage, and administrative aspects of compressed gases. The contractor is encouraged to implement best business practices from the commercial sector to enhance support operations and control costs as appropriate.

**1.1 Background.** This effort supports the maintenance and operations of the organizations located at NSA Crane and the NSWC Glendora Lake facility. NSA Crane is located in south-central Indiana about 75 miles southwest of Indianapolis, IN and about 71 miles northwest of Louisville, KY. NSA Crane is a contiguous block of land (62,799 acres) within Martin, Greene, and Lawrence counties, except for 461 acres at the NSWC Glendora Test Facility in Sullivan County, IN.

**2.0 Applicable Documents.** The documents listed in this section are applicable to this PWS. This section may not include documents cited in other sections of this PWS or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned they must meet all specified requirements documents as cited in this PWS, whether or not they are listed. In the event of conflict between the documents referenced herein and the contents of the PWS, the contents of the PWS shall prevail:

- NSA Crane Force Protection Department's Security Procedures

- NSA / NSWC / NAVFAC Crane Instruction 5090.6, Hazardous Material Control and Management Program
- NSA CRANE INSTRUCTION 5100.13, Smoking and Tobacco Use
- DODI 4145-26M Facilities Security
- MIL-STD-1411, Inspection and Maintenance of Compressed Gas Cylinders
- DODI-5200-1R Information Security Program
- DOD Handbook MIL-HDBK-1152, Inspection and Certification of Boilers and Unfired Pressure Vessels
- SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics
- OPNAVINST 5100-23G Navy Occupational Safety and Health Program
- NSACRANEINST 11320.2 Fire Protection Manual
- CNRMW NOTE 1050 Observed Holidays and Closed Days
- OPNAVINST 5102.1C Mishap Investigation and Reporting
- ISO 9001:2000 Quality Program
- NSACRANEINST 5530.3 Antiterrorism Plan
- NSWCCRANEINST 5530.1B Physical Security and Loss Prevention
- NSACRANEINST 11100.1A CH-1 NSA Crane Cold Weather/Snow/Ice Plan
- NSACRANEINST 11300.1A NSA Crane Energy Management Plan
- Compressed Gas Association (CGA) Publications C-7, Guide to Preparation of Precautionary Labeling and Marking of Compressed Gas Cylinders
- CGA Publication P-6 Standard Density Data, Atmospheric Gases and Hydrogen
- CGA Safety Bulletin SB-26
- CGA Publication V-1, Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connections
- 29 CFR 1910.101 Compressed Gases (General Requirements)
- NFPA 55 Compressed Gases and Cryogenic Fluids

**3.0 Requirements.** The contractor shall be responsible for providing all materials, manpower, vehicles, equipment, permits, transportation and any other items necessary to support this Industrial Gas Program. The contractor shall provide total cylinder support including, but not limited to, the delivery of full cylinders to and the pick-up of empty cylinders from, customer locations; and the replenishment of bulk/stationery tanks associated with the operations at NSA Crane and the NSWC Glendora facility. The contractor shall maintain direct contact with customers to coordinate the replacement, replenishment, delivery, and maintenance. For all products, the contractor shall ensure all cylinders filled with product are properly charged and labeled in accordance with CGA standards and the applicable documents identified herein. The contractor shall also identify and comply with all applicable national, state, and local laws, rules regulations and directives governing the transportation, storage, safety, qualification, and certification of gases and cylinders necessary to perform any Job Order issued under this BOA.

### 3.1 Portable Cylinders

3.1.1 The inventory of gas cylinders at NSA Crane is currently **1,612/ea** portable cylinders (estimated) which are owned by the incumbent contractor. Of the 1,612/ea portable cylinders, it is estimated that **20/ea** will be Dewars. The number of high and low pressure Dewars will vary month to month. Helium Dewars will be 60 liter and 100 liter Dewars. Nitrogen Dewars will

range in size from 160 liters to 230 liters. Cylinders for gaseous and liquid forms of gases shall comply with Department of Transportation (DOT) and Department of Defense (DOD) specifications and standards, and shall be maintained, filled, marked, labeled, and shipped to comply with all current transportation, storage, and handling documents. The contractor shall provide all equipment required to load and unload all cylinders and tanks from the contractor's delivery truck. Government-owned lifting equipment will not be available to transport and/or move containers. **Note:** The quantity of cylinders listed is estimated requirements and should not be construed to represent either maximum, minimum, or constant quantities for any Job Order issued under this BOA.

3.1.2 The price for the gas shall include the furnishing, at no additional cost, all supplies required at each and every filling of a cylinder to comply with applicable regulations, specifications, and industry practices. Such supplies shall include, but not be limited to: tags indicating cylinder is "Full," "In Use," or "Empty," inspection, testing, evaluation, and cleaning required at each and every filling; and attachment of Government-furnished warning tags, when required; lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required. The contractor shall be responsible for all maintenance and testing of the cylinders.

3.1.3 All valves shall conform to the requirements of Military Specification MIL-DTL-2. Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and its service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.

### 3.2 Bulk/Stationery Tanks

3.2.1 The inventory of bulk/stationery tanks at NSA Crane is currently 42/ea (estimated) for the containment of propane, nitrogen, and carbon dioxide. Of that number, 7/ea is Government-owned. The Government currently leases one (1/ea) Liquid Nitrogen tank (1,500 GL) from the incumbent contractor. The current uses of the 7/ea Government-owned tanks are propane (34/ea), refrigerated liquid nitrogen (5/ea), and carbon dioxide (2/ea). The contractor shall be solely responsible to provide all manpower and equipment, to include hoses in the appropriate sizes for filling of Government-owned tanks. The Contractor shall be responsible for ensuring that their hose connections are compatible with the tank fittings. The cost of certification, regulators, and equipment of Government-owned bulk tanks shall be included in the price for the gas. **Note:** The quantity of bulk/stationery tanks listed is estimated and should not be construed to represent either maximum, minimum, or constant quantities for any Job Order issued under this BOA.

Gas Type	Number of Tanks	Size of Tank
Propane	18/ea	500 GL
Propane	16/ea	1,000 GL
Refrigerated Liquid Nitrogen	4/ea	1,500 GL
Refrigerated Liquid Nitrogen	1/ea	1,500 GL (Rental)
Refrigerated Liquid Nitrogen	1/ea	6,000 GL



Refrigerated Carbon Dioxide	1/ea	7,000 GL
Refrigerated Carbon Dioxide	1/ea	12,000 GL

3.2.2 The contractor shall provide an automatic fill program for all bulk/stationery tanks to be utilized at the discretion of the customer.

3.2.3 The contractor shall be responsible for providing bulk tanks and equipment (other than those currently owned by the Government), necessary to support the compressed gas requirements of the Government. The contractor shall provide a semi-annual or annual rental fees in the price schedule for the bulk tank sizes listed. The Contractor will coordinate with the current supplier to effect removal of current equipment and installation of new equipment, or to retain the current equipment.

3.2.4 If the contractor installs any bulk/stationery tanks on Government facilities, the following criteria must be adhered to:

- a. The contractor shall submit a complete safety plan to the Contracting Officer and the Technical Point of Contact (TPC) three (3) weeks prior, at a minimum, to the start of any installation work.
- b. Installation and/or removal of existing tanks/equipment shall be coordinated with the incumbent contractor and Government customer to minimize disruption to operations and shall be completed within five (5) calendar days.
- c. The Contractor may be required to provide a temporary system during change out of existing system or tanks to eliminate any delay in supply of product.
- d. The contractor shall not commence the installation work until notified by the Contracting Officer in writing.

3.2.5 The contractor shall install their contractor-provided tanks/equipment on existing concrete pads, within the existing system footprints. The contractor shall also perform all inspections and maintenance of contractor provided tanks/equipment to assure system provides safe and uninterrupted support. This Performance Work Statement does not include the new installation of a bulk/stationery tank where one did not exist previously.

3.2.6 The Contractor may be required to perform a "Hot Fill" in order to cool down and refill any bulk tank that has gone empty and is warm. The contractor shall perform a "Hot Fill" as noted in the pricing schedule, "HOT FILL" BULK TANK. The cost for the additional product that is consumed during the cool-down period will be reimbursed under the appropriate product CLIN. Initial deliveries into contractor provided tanks shall not qualify as a "Hot Fill".

### **3.3 General Requirements.**

3.3.1 The contractor is responsible for ensuring that all personnel making deliveries have and maintain a valid Commercial Driver's license at the appropriate level of certification required to transport these types of products.

3.3.2 Measurement and conversion computations, density and data volume measurement equivalents printed in the CGA Publication P-6 Standard Density Data, Atmospheric Gases and Hydrogen shall be used when necessary to convert measurement of these gases from one form to another.

3.3.3 The contractor shall maintain a copy of all Material Safety Data Sheets (MSDS) as required by NSA/NSWC/NAVFAC Crane Instruction 5090.6, Hazardous Material Control and Management Program for the associated products provided under any Job Order issued under this BOA. The contractor shall also provide a clear, legible copy of all MSDS documents to the Technical Point of Contact (TPC) within 5 working days following award of any Job Order issued under this BOA. All MSDS documents are to be the latest revision, therefore when documents are replaced or revised a copy of the newest document shall be forwarded to the TPC (Reference CDRL A001).

### **3.4 Business Transition**

3.4.1 The Contractor recognizes that the supplies under this contract are vital to the Government and must be continued without interruption. Upon contract expiration, it shall be the responsibility of the successful follow-on contractor to make contact and coordinate an orderly transition from the incumbent contractor. The transition shall be seamless from the incumbent contractor to the follow-on contractor and without interruption to Government customers. The incumbent contractor shall furnish phase-in, phase-out services for up to 90 days after this contract expires. Unless otherwise directed by the Contracting Officer, the follow-on contractor shall have all their equipment installed within 90 days after the award date of any Job Orders issued under this BOA. An existing inventory shall be taken and all tanks returned, exchanged and/or replaced. The equipment of the incumbent contractor shall remain the property of the incumbent and shall be removed as the follow-on contractor begins within the 90 day period following award. As cylinders and tanks are transitioned, the follow-on contractor shall assume responsibility for the future maintenance, inspection, and disposal.

3.4.2 No guarantee is given or implied that data included in the schedule regarding contractor owned equipment currently located at the facilities is complete and accurate as to the factors affecting the cost of furnishing and installing the required contractor owned tanks and appurtenances.

3.4.3 The contractor shall not remove or relocate any bulk tanks without prior approval by the Government. All requests for removal or relocation of bulk tanks must be submitted in writing to the technical point of contact at the tank location with a copy of said request forwarded to the Contracting Officer.

3.4.4 Within 90 days after completion, expiration, or termination of any Job Order issued under this BOA, the contractor shall remove contractor owned equipment at no cost to the Government. To permit an orderly transition from one provider to another, the contractor shall continue to provide and maintain its equipment, as necessary, during the 90 day transition period. Earlier removal may be directed at the discretion of the Contracting Officer.

### **3.5 Delivery and Cylinder Tracking**

3.5.1 Deliveries are currently being made to multiple locations at the NSA Crane facility and the NSWC Glendora Lake facility. It is the responsibility of the contractor to make deliveries directly to the customer building. These deliveries must be accomplished using contractor owned equipment and personnel. The contractor shall be responsible for the disconnection and reconnection of all empty and full cylinders. The contractor shall remove all empty cylinders from the delivery location and from the facility.

3.5.2 The contractor shall establish a tracking system which will allow for the immediate identification of all types and quantities of portable cylinders to include the location by building and Government customer code. The contractor will not be reimbursed for cylinder loss of use during the life of any Job Order issued under this BOA. (Reference CDRL A003).

3.5.3 The Government reserves the right to relocate portable cylinders, bulk tanks, and contractor owned equipment located on Government property to facilitate emergency responses or to safeguard either Government or contractor owned property. The Government shall notify the contractor within 5 working days should relocation become necessary.

3.5.4 Non-emergency deliveries shall be made during normal working hours of 0630 to 1500 (6:30 AM to 3:00 PM) Eastern Standard Time. All delivery vehicles shall utilize the Crane gate. Other gates may be used upon approval of the NSA Crane Force Protection Department, Security Manager, Building 10, (N3AT), 300 Highway 361, Crane, IN 47522-5001.

3.5.5 Deliveries for routine (non-emergency) orders shall be delivered no later than 1500 hours (3:00 PM) of the third business day following placement of the order.

3.5.6 Emergency orders shall be delivered to the designated location within 24 hours following placement of the order. The customer must identify the order as an "Emergency Order". Unless otherwise directed by the Contracting Officer, emergency deliveries shall also be made during normal working hours of 0630 to 1500 (6:30 AM to 3:00 PM) Eastern Standard Time.

3.5.7 The contractor must be capable of meeting surge demands. The contractor shall have the capability of filling surge requirements up to ½ of the normal demands. The timing of surge requirements is not always anticipated in advance and the contractor may utilize sub-contractors to satisfy these increased needs. All orders placed during a surge requirement will continue to utilize the normal ordering and payment procedures. Pricing for items furnished during a surge period will remain the same as for non-surge orders with the same delivery requirements.

3.5.8 The contractor shall accept returns, at no cost to the Government, under the following conditions:

1. Vendor error.
2. Containers that are damaged and may pose an unsafe condition for use.

3. Product has been recalled by the manufacturer.
4. Product does not meet the quality standards specified.

### **3.6 Sales and Method of Payment**

3.6.1 The contractor shall provide a toll-free customer service telephone number for the placement of orders, providing delivery information, and to answer general technical questions related to the gases being procured.

3.6.2 Inspection and Acceptance shall take place at the designated delivery location and shall be performed by the Government.

3.6.3 The contractor shall provide monthly summary to the TPC and the Contracting Officer. (Reference CDRL A002)

### **3.7 Customer Service**

3.7.1 The Contractor must have at least one point of contact with working knowledge of the Job Order issued under this BOA that is available during normal working hours of 0630 to 1500 (6:30 AM to 3:00 PM) Eastern Standard Time. The Contractor point of contact shall be responsible for facilitating resolution of all customer service problems, obtain and provide answers to technical questions/concerns, and capable of suggesting alternative solutions regarding the handling, storage, delivery, distribution, and customer operations (Reference CDRL A003).

3.7.2 On occasion, business may be required outside the normal working hours described above. The contractor shall have a representative readily available after normal working hours (reference paragraph 3.61), on weekends, and holidays to handle emergency business. The Contractor will provide the name and toll-free phone number of an after hour emergency point of contact to the customer(s) and TPC.

3.7.3 The contractor shall be proactive in working with the customers to identify potential cost savings, such as transitioning from individual cylinders where usage rates will support bulk purchases and delivery.

3.7.4 The contractor's representative shall, at a minimum, make one scheduled visit to NSA Crane each month to discuss customer satisfaction with the various customers who have placed orders. (Reference CDRL A003)

### **4.0 Government Furnished Items** None.

### **5.0 Data Deliverables.**

<b><u>Data Item No.</u></b>	<b><u>Title Of Data Item</u></b>	<b><u>SOW Par Reference</u></b>	<b><u>Authority</u></b>

A001	Material Safety Data Sheet	3.3.3	ANSI-Z400.1
A002	Monthly Status Report; Monthly Usage Report	3.6.3	DI-MGMT-80368A
A003	Monthly Status Report	3.5.2, 3.7.1 & 3.7.4	DI-MGMT-80368A

## **6.0 Special Conditions.**

### **6.1 Technical Point of Contact (TPC)**

The TPC for this effort is:

Christine Freeman  
Bldg. 3260, 300 highway 361  
Crane, IN 47622  
[Christine.freeman@navy.mil](mailto:Christine.freeman@navy.mil)  
(812) 854-4423

### **6.2 Safety and Health**

The contractor shall comply with all U.S. Navy, federal, state, OSHA standards and local environmental laws and regulations concerning the environmental, occupational safety and health, and hazardous material. In case of conflict among these laws and regulations, the most stringent law or regulation shall apply. The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

### **6.3 Hazardous Materials**

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

### **6.4 Control of Contractor Personnel**

The Contractor shall comply with the requirements of NSACRANEINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the NSA Crane Force Protection Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under any Job Order issued under this BOA, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

### **6.5 Identification Badges**

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel who will be repeatedly accessing Government property to fulfill requirements. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the NSA Crane Force Protection Department within forty eight hours following the completion of all Job Orders issued under this BOA, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

#### **6.6 Accident Reporting**

The Contractor shall maintain an accurate record of and shall report all accidents to the Contracting Officer.

#### **6.7 Smoking Regulations**

Smoking on Government property shall be in approved areas only in accordance with NSA CRANE INSTRUCTION 5100.13. Smoking in vehicles is prohibited.

#### **6.8 Damage Reporting**

The Contractor shall maintain an accurate record of and shall report to the Contracting Officer all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

#### **6.9 Investigations**

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

#### **6.10 Government Observations**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

#### **6.11 Hours of Operation**

6.11.1 The Contractor's hours of operation have been identified in paragraph 3.5.4 and 3.5.5.

6.11.2 Closed Days. All closed days will be designated by the Commanding Officer, NSA Crane. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on board NSA Crane during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by KO.

6.11.3 Inclement Weather. When the Government Agency is closed by the Commanding

Officer because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.11.4 Holidays. A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Holidays occurring on Saturday will be observed the proceeding Friday. Those occurring on a Sunday will be observed the following Monday.

#### **6.12 Information Non-Disclosure**

The contractor shall not disclose any information provided or developed under any Job Order issued under this BOA outside the Government without prior approval from the Government.

#### **6.13 Licenses, Certifications, and Training**

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of any Job Order issued under this BOA.

## Section 5.0 - Instructions &amp; Provisions

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.



(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

NOTE: The provision at 52.212-1 has been tailored (See Addendum 3).

#### ADDENDUM 3 52.212-1 TAILORING

The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 35 of 79 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

#### WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the FEDBIZOPS website beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

Offerors are authorized to submit proposals via FACSIMILE (812-854-3805) or electronic mail in addition to other traditional delivery

methods. FAR 52.212-1 (f) applies.

#### CNIN-K-0001 CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

#### **CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING PRICE, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON QUALITY, AND RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a minimum of three and a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

Division:

FAX:

#### **CONTRACT INFORMATION**

Contract Number:

Date Completed:

Contract Type: Fixed Price

Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

Address:

Telephone:

FAX:

#### **QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_ NO \_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_ NO \* \_\_\_\_ (Explanation)

**COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_\_ NO\* \_\_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ - \_\_\_\_\_

**OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

## CNIN-L-0010 PROPOSAL REQUIREMENTS

The offeror shall submit the following information:

(1) **Solicitation Package** – completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.

(a) **Pricing Information** - The offeror shall submit prices for items listed in Section “B”. The prices shall include all shipping and be proposed f.o.b. destination. The prices are to be provided as separate unit prices for each line item listed. —1 copy

(2) **Past Performance Information** - The offeror shall provide past performance data as outlined in CNIN-K-0001 in Section “K” of the solicitation for a minimum of 3 and a maximum of 5 customers of the offeror where deliveries have been made within the last 3 years for same or similar items. The contractor shall provide a description of the contract and how the item is similar to those being required under this effort. 2 copies required separate from the solicitation and pricing information.

Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception and the reason for the exception.

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) **Past Performance (see FAR 15.304)**

(ii) **Price**

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).



"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ballot] is, [ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

## (2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

## (2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

## (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

“Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements--Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements--Israeli Trade Act”:

Canadian End Products:

Line Item No.
_____
_____

_____
-------

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products:

Line Item No.	Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—



(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other -----.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)

## CNIN-M-0002 GREATEST VALUE EVALUATION

(a) The BOA resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, past performance and price considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

Past Performance

## Price

(b) Offers are advised that split awards may be made. Award decision will be based upon best value to the Government.

## CNIN-M-0003 PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for award. Accordingly, each offeror is required to submit a list of up to a minimum of three and a maximum of five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. If the offeror does not provide a corrective action the Government will assume that the problem encountered still exists. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, or neither favorable or unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.